

**ILLINOIS COMMERCE COMMISSION (ILCC)**  
**527 East Capitol Avenue, Springfield, IL 62701, (217) 782-4654**

**EQUIPMENT LEASE**  
**MOTORIZED (POWER) UNITS ONLY**

**READ INSTRUCTIONS ON PAGE 2 CAREFULLY!!**

**IDENTIFICATION OF LESSEE: (ILCC authority holder)**

1. Full Legal Name: (as shown on license)		2. FEIN/SSN:	
3. Business Address: (street and number)		4. Lessee's Illinois Motor Carrier No.: (required)	
5. City:	6. State:	7. Zip Code:	8. Business Telephone A/C [       ]

**IDENTIFICATION OF LESSOR: (equipment owner and/or operator)**

9. FEIN/SSN:			
10. Full Legal Name (as it appears on vehicle title)		11. Interstate Commerce Commission (ICC) No.: (if available)	
12. Business Address (street and number)		13. Lessor's Illinois Motor Carrier No.: (if available)	
14. City:	15. State:	16. Zip Code	17. Business Telephone A/C [       ]

**IDENTIFICATION OF EQUIPMENT: A separate lease is required for each piece of MOTORIZED equipment.**

18. Manufacturer or Make	Model	Year	Vehicle Identification Number (VIN)
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**TERMS OF LEASE:** The following conditions are the express terms of this lease, and any contrary provisions in attachments or other contractual documents are void.

19. Duration of Lease. LEASE PERIOD CANNOT EXCEED THREE YEARS. EFFECTIVE DATE CANNOT BE MORE THAN FIFTEEN DAY PRIOR TO THE DATE THIS LEASE IS FILED WITH THE ILLINOIS COMMERCE COMMISSION.	
Effective Date of Lease:	Expiration Date of Lease:

20. Compensation to Lessor: Is a current master lease addendum on file with the Illinois Commerce Commission <input type="checkbox"/> Yes <input type="checkbox"/> No	
Lessor shall be compensated as follows: \$ _____ per hour OR _____ % of gross and/or (other terms) _____	

21. Insurance. Lessee is aware of insurance obligations for operations under this lease. Please read "Required Terms" on reverse side.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

22. Direction and Control. Lessee is aware of his responsibilities for direction and control of operations under this lease.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>23. \$15.00 FILING FEE REQUIRED. THIS FORM MUST BE SUBMITTED IN TRIPLICATE. ORIGINAL SIGNATURES ONLY ON ALL COPIES.</b>
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24. Certifying Statement and Signature Under penalty of perjury, I declare that I have examined the equipment lease submitted by me and to the best of my knowledge. It is true and correct and complete. My signature authorizes the Illinois Commerce Commission to lower the amount of the check if fees submitted exceed the correct amount. A power of attorney is required if an agent signs this lease. Lessee agrees to compensate Lessor within fifteen (15) days of proper submittal of shipping documents.

Lessee Signature (lessee or authorized agent)	Position/Title	Date
Lessor Signature (owner or authorized representative)	Position/Title	Date

## GENERAL INSTRUCTIONS

Nothing herein shall be construed as preventing the Lessor from entering into a subsequent lease of the same equipment during the duration of this lease nor shall the Lessee be prevented from sub-leasing said equipment provided an addendum is attached to this equipment lease provides for sub-leasing.

**Definitions.** Lessee, when used in this lease, means the carrier under whose authority the equipment will be operated. Lessor, when used herein, means the owner of the equipment.

**Representations of Parties.** Lessor represents that it is the owner of the equipment and has authority to enter into this lease: that it gives the equipment over to the exclusive use, direction and control of Lessee during periods when the equipment is operated by or for familiar with and will comply with all applicable statutes and regulations, state or federal, regarding safety and otherwise.

**Payment to Lessor.** Lessee shall make payment to Lessor within fifteen days after Lessor submits necessary documentation as specified in this lease.

**Required Terms.** The lease shall clearly specify the amount and nature of compensation to be paid by Lessee to Lessor for use of equipment and/or driver services; the responsibility of each party with regard to payment of operating and other expenses; and the conditions under which lessee may make deductions from compensation due to Lessor for damages, expenses, or otherwise. Primary liability insurance coverage must be obtained in the lessee's name and equal or exceed \$100,000 per individual and \$300,000 per occurrence for bodily injury, and \$50,000 for damage to property other than cargo.

**Applicable Statutes and Regulations.** This lease is subject to provisions of the Illinois Commercial Transportation law, as well as other provisions of the Illinois Vehicle Code and regulations adopted thereunder. Commission lease regulations are published in 92 Ill. Adm. Code 1360, insurance regulations are published in 92 Ill. Adm. Codes 125 and 1345, other regulations also apply.

**Filing and Acceptance of Lease.** No operations shall be conducted pursuant to this lease until the lease has been filed with and accepted by the Commission, as evidenced by the Commission's acceptance stamp on the lease, unless, pending review by the Commission. Lessee attaches to the lease an affidavit stating that the lease has been filed showing the date the lease was forwarded to the Commission, stating that the lease has not been rejected by the Commission and accompanied by the filing fee.

**Carrying Lease in Equipment.** A copy of the lease, either showing the Commission's acceptance or accompanied by the foregoing affidavit, must be carried in the equipment at all times and presented on request to any authorized representative of the Commission, Secretary of State or State Police.

If you have questions, contact the Transportation Information and Services Center at [217] 782-4654.

## SPECIFIC INSTRUCTIONS

1. Lessee's full legal name (as shown on license)
2. Lessee's FEIN (federal employee identification number) or social security number
3. Lessee's business address (actual physical location) – do not use post office box only
4. Lessee's Illinois motor carrier number
5. Lessee's city
6. Lessee's state
7. Lessee's zip code
8. Lessee's area code and business telephone
9. Lessor's FEIN (federal employee identification number) or social security number
10. Lessor's full legal name (as equipment is legally titled)
11. Lessor's Interstate Commerce Commission number (if licensed)
12. Lessor's business address (actual physical location) – do not use post office box only
13. Lessor's Illinois motor carrier number
14. Lessor's city
15. Lessor's state
16. Lessor's zip code
17. Lessor's area code and business telephone
18. Identify the manufacturer, model, year and the vehicle identification number (serial number) of the leased equipment
19. Effective date of lease (cannot be more than fifteen days prior to filing with the Illinois Commerce Commission) and expiration date of lease (lease period cannot exceed three years)
20. Is a current master lease addendum on file with the Illinois Commerce Commission? If no, answer questions relating to type of compensation
21. Has all insurance coverage required by the Illinois Commerce Commission been secured in the name of the Lessee?
22. Is Lessee responsible for supervision and control of all operations under this lease?
23. Has the \$15.00 filing fee been enclosed?
24. Original signatures of both the Lessee and Lessor must be on the lease (photocopies of signatures are not acceptable). The positions/titles of the persons signing the lease must be given. The date of signature must be given.